### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

DB	STRUCTURED	PRODUCTS.	INC.
ענע	DIKOULUKU	1100000109	

Plaintiff,

ECF CASE

-against-

07 Civ. 4123 (DLC)

INVESTAID CORPORATION

AP

Defendant.

AFFIDAVIT OF JOHN P.
DOHERTY IN SUPPORT OF
APPLICATION FOR DEFAULT
JUDGMENT

STATE OF NEW YORK	)
	) ss.
COUNTY OF NEW YORK	)

John P. Doherty, being duly sworn, deposes and says:

- 1. I am a member of the Bar of this Court and a member of THACHER PROFFITT & WOOD LLP, attorneys for Plaintiff, DB Structured Products, Inc. ("Plaintiff") in the above-captioned matter.
- 2. I submit this affidavit pursuant to Rule 55.2(b) of the Civil Rules for the Southern District of New York in support of Plaintiff's application for a Default Judgment against Investaid Corporation ("Defendant").
- 3. On May 25, 2007 the above-captioned action ("Action") was commenced with the filing of the Complaint.
- 4. On June 4, 2007, a copy of the (i) Complaint; (ii) Summons; (iii) Explanation of Relatedness; (iv) Statement Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure; (v) Civil Cover Sheet; (vi) Individual Practices of Judge Denise Cote; (vii) Individual Rules of

Practice of Judge Kevin Nathaniel Fox; (viii) 3<sup>rd</sup> Amended Instructions For Filing An Electronic Case or Appeal; (ix) Procedures for Electronic Case Filing; and (x) Guidelines for Electronic Case Filing were properly served on Defendant by personally serving Defendant's registered agent, Robert M. Rubin, 24315 Northwestern Highway, Southfield, MI 48075. A true and correct copy of the Summons and Complaint is attached hereto as Exhibit A.

- 5. On June 13, 2007, proof of such service was filed with the Clerk. A true and correct copy of such proof of service is attached hereto as Exhibit B.
  - 6. Defendant has failed to plead or otherwise defend this Action.
- 7. The time within which Defendant was permitted to file an answer to the Complaint or otherwise move has now expired and has not been extended.
- 8. On August 16, 2007, the Clerk of the Court entered a Certificate of Default against the Defendant. The Certificate of Default is attached hereto as Exhibit C.
- 9. As more fully set forth in the Complaint attached hereto as Exhibit A, the Plaintiff's claim is contractual in nature inasmuch as damages sought in the Complaint arise from Defendant's breach of its duties and obligations under a Seller Loan Purchase Agreement ("Agreement") entered into between Plaintiff and Defendant on or about April 25, 2006. Damages to be awarded Plaintiff pursuant to a default judgment can be readily determined by reference to the Agreement and other exhibits to the Complaint. As of September 14, 2007, such damages amount to \$5,770,896.36, as more fully set forth in the Statement of Damages, attached hereto as Exhibit D.
- 10. As such, an inquest is not necessary to determine Plaintiff's damages. In the event the Court believes an inquest is necessary, for the foregoing reasons, an inquest can be held and damages determined thereby without the Defendant's presence or participation.

- 11. Within thirty (30) days following payment in full of the amount awarded by the Default Judgment, Plaintiff shall return to Defendant the Mortgage Loans<sup>1</sup> as set forth in the Purchase Agreement.
- 12. Accordingly, Plaintiff requests that Defendant show cause why a default judgment should not be entered against it. A proposed Default Judgment has been attached hereto as Exhibit E.

By:

Sworn to before me this  $\mathfrak{Y}^{2}$  day of August 2007

Notary Public Notary Public OHRISTOPHER A. LYNCH

No. 02LY6151597 Qualified in Queens County Commission Expires Aug. 21, 2010

<sup>&</sup>lt;sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Complaint.

# EXHIBIT A

### United States District Court

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·	194				
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Two Worl	d Financial Center	,			
	, New York 10281				
(212) 912	2-7400			•	
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an answer to the complaint summons upon you, exclu	t which is herewith so usive of the dav of s	erved upon you, withinervice. If you fail to		VENTY ent by default wil	_days after service of thi I be taken against you fo
the relief demanded in the	complaint. You mu	st also file your answ	er with the Cle	erk of this Court v	within a reasonable perio
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<sup>(1)</sup> As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

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4123

DB STRUCTURED PRODUCTS, INC.

Plaintiff,

-against-

INVESTAID CORPORATION

Defendant.

Civ. No.

COMPLAIN

MAY 2 5 2007

Plaintiff DB Structured Products, Inc. ("DBSP" or "Plaintiff"), by its attorneys, Thacher Proffitt & Wood LLP, for its complaint against defendant Investaid Corporation ("Defendant") (Plaintiff and Defendant, collectively, the "Parties") alleges as follows:

#### JURISDICTION AND VENUE

- 1. This Court has jurisdiction over all claims based on diversity of citizenship pursuant to 28 U.S.C. § 1332(a). The amount in controversy exceeds \$75,000, exclusive of interest and costs.
  - 2. Venue is proper pursuant to 28 U.S.C. § 1391(a).

#### THE PARTIES

- 3. Plaintiff DBSP is a corporation organized and existing under the laws of the State of Delaware. DBSP maintains its principal place of business at 60 Wall Street, New York, New York.
- 4. Upon information and belief, Defendant is a corporation organized and existing under the laws of the State of Michigan and maintains its principal place of business at 24315 Northwestern Highway, Suite 100, Southfield, Michigan 48075.

#### FACTUAL ALLEGATIONS

#### The Seller Loan Purchase Agreement

- 5. On or about April 25, 2006, DBSP and Defendant entered into a Seller Loan Purchase Agreement (the "Purchase Agreement"). A copy of the Purchase Agreement is attached hereto as Exhibit 1. Exhibit 1 is hereby incorporated herein as if fully set forth.
- 6. As set forth in Section 13 of the Purchase Agreement, the Parties agreed that the Purchase Agreement "shall be governed by, and construed and enforced in accordance with, the laws of the State of New York in effect at the time of execution hereof and applicable to agreements executed and performed in New York, without giving effect to conflict of laws principles thereof."
- 7. As set forth in Section 13 of the Purchase Agreement, Defendant consented to DBSP bringing any action relating to the Purchase Agreement in the United States District Court for the Southern District of New York and consented to the jurisdiction of this Court.
- 8. In connection with individual transactions between the Parties pursuant to the Purchase Agreement, DBSP and Defendant also entered into letter agreements, including, but not limited to, those dated May 5, 2006, May 11, 2006, May 17, 2006, June 23, 2006, August 3, 2006 and August 30, 2006 (collectively, the "Letter Agreements", and together with the Purchase Agreement, the "Agreements").
- 9. The Letter Agreements state that they "shall be governed in accordance with the laws of the state of New York, without regard to conflict of laws rules."

#### Defendant's Failure to Repurchase Loans With Early Payment Defaults From DBSP

10. Pursuant to the Agreements, Defendant from time to time offered to sell and DBSP agreed to purchase certain mortgage loans ("Mortgage Loans") in accordance with the

terms of the Agreements and the Deutsche Bank Correspondent Lending Seller Guide (the "Seller Guide").

- 11. Pursuant to Section 9 of the Purchase Agreement, Section 2(c) of the Letter Agreements and Volume 1 of the Seller Guide, Defendant agreed to repurchase any Mortgage Loan in early payment default, as described in the Agreements and the Seller Guide.
- 12. Pursuant to the Agreements and the Seller Guide, DBSP may, in its sole discretion, determine that a Mortgage Loan is in early payment default and thus subject to the repurchase obligation.
- 13. Certain of the Mortgage Loans experienced early payment or early delinquency defaults, as described in the Letter Agreements and the Seller Guide (hereinafter, such Mortgage Loans shall be collectively referred to as "Early Payment Default Loans"). Attached as Exhibit 2 is a schedule of the Early Payment Default Loans, which is hereby incorporated herein as if fully set forth.
- 14. Accordingly, pursuant to Section 9 of the Purchase Agreement, Section 2(c) of the Letter Agreements and Volume 1 of the Seller Guide, Defendant is obligated to remit to DBSP the Repurchase Price (as defined in the Letter Agreements and the Seller Guide) with respect to each Early Payment Default Loan.
- 15. On April 26, 2007, DBSP issued a demand to Defendant to repurchase the Early Payment Default Loans on or before May 10, 2007 (the "Demand Letter"). Attached as Exhibit 3 is a copy of the Demand Letter which is hereby incorporated herein as if fully set forth.
- 16. In addition, prior to DBSP's issuance of the Demand Letter, DBSP also notified Defendant via one or more emails and/or other communications that certain Mortgage Loans, including the Early Payment Default Loans, were in early payment default status. In addition to

the Demand Letter, these email notifications separately triggered Defendant's obligations to repurchase such Early Payment Default Loans, pursuant to the Agreements and the Seller Guide.

- 17. To date, Defendant has failed to repurchase the Early Payment Default Loans, or otherwise compensate DBSP, notwithstanding its clear contractual obligation to do so.
- 18. The aggregate Repurchase Price for the Early Payment Default Loans, excluding attorneys' fees and other costs and expenses, exceeds \$5.5 million.
- 19. DBSP has performed all of its obligations under the Agreements and the Seller Guide.
- 20. As a result of Defendant's failure to repurchase the Early Payment Default Loans, DBSP is required to maintain possession and maintenance of the Early Payment Default Loans, and may be exposed to any claims or losses that might be sustained by reason of ownership of each such loan. Moreover, because the Early Payment Default Loans are in default, DBSP is unable to include certain of the Early Payment Default Loans in securitizations or other packages, a specific purpose, known to Defendant, for which DBSP purchased the Early Payment Default Loans. Accordingly, DBSP's harm is not solely monetary and cannot be adequately compensated by damages.

#### Indemnification

21. Pursuant to Section 5 of the Purchase Agreement, Defendant agreed to indemnify, defend and forever hold harmless DBSP, from and against any and all liabilities, loss, injury or damages, judgments, claims, demands, actions or proceedings, together with all reasonable costs and expenses relating thereto (including but not limited to attorneys' fees) by whomever asserted, relating to Defendant's breach of a representation, warranty, covenant, agreement or obligation of Defendant under the Purchase Agreement.

- 22. Pursuant to the Seller Guide, Defendant agreed to indemnify and hold harmless DBSP from all losses, damages, penalties fines, forfeitures, court costs and attorneys' fees, judgments, and any other costs, fees and expenses resulting from any breach of any warranty, obligation or representation under the Purchase Agreement.
- 23. Defendant has breached the representations and warranties in Section 9 of the Purchase Agreement and in the Seller Guide that Defendant would repurchase the Early Payment Default Loans from DBSP. As a result, Defendant owes DBSP indemnification for all liabilities, loss, injury or damage, penalties, fines, forfeitures, judgments, damages, claims, demands, actions or proceedings, together with all reasonable costs and expenses relating thereto (including but not limited to attorneys' fees) that DBSP may sustain.
- 24. Pursuant to the Purchase Agreement and the Seller Guide, Defendant agreed that it will indemnify DBSP and hold it harmless against all court costs, attorneys' fees and any other costs, fees and expenses incurred by DBSP in enforcing the Purchase Agreement.
- 25. Defendant's indemnification obligations survive the Purchase Date, the termination of the Purchase Agreement and the disqualification or suspension of Defendant.
- 26. Defendant's indemnification obligations expressly include the legal fees and related costs and any other costs, fees and expenses DBSP may sustain in connection with Defendant's failure to observe and perform its obligation to repurchase the Early Payment Default Loans, including but not limited to, the attorneys' fees and other expenses incurred by DBSP in this action.

#### <u>FIRST CLAIM FOR RELIEF</u> (Breach of Contract - Agreements)

27. Plaintiff DBSP realleges paragraphs 1 through 26 of this complaint as if fully set forth herein.

- 28. Under the Agreements and the Seller Guide, Defendant agreed to repurchase the Early Payment Default Loans from DBSP.
- 29. DBSP has demanded that Defendant repurchase the Early Payment Default Loans.
  - 30. Defendant has refused and failed to repurchase the Early Payment Default Loans.
- 31. As a direct, proximate and actual result of Defendant's breach of its obligation to repurchase the Early Payment Default Loans, DBSP has suffered damages in an amount to be determined at trial, but which is not less than \$5.5 million as of April 19, 2007, plus interest.

#### SECOND CLAIM FOR RELIEF (Unjust Enrichment)

- 32. Plaintiff DBSP realleges paragraphs 1 through 31 of this complaint as if fully set forth herein.
- 33. In consideration of the sale of the Early Payment Default Loans by Defendant to DBSP, Defendant received payment from DBSP.
- 34. Defendant has wrongfully refused to repurchase the Early Payment Default Loans, causing DBSP to lose the use of those moneys due and owing, and requiring DBSP to incur attorneys' fees to recover these costs due under the Agreements and the Seller Guide. It would be unjust and inequitable to allow Defendant to benefit in this manner.
- 35. By reason of the foregoing, Defendant has been unjustly enriched at the expense of DBSP, and DBSP has suffered damages in an amount to be established at trial.

### THIRD CLAIM FOR RELIEF (Indemnification for Legal Fees And Related Costs)

36. Plaintiff DBSP realleges paragraphs 1 through 35 of this complaint as if fully set forth herein.

- 37. Pursuant to Section 5 of the Purchase Agreement and the indemnification provisions in the Seller Guide, Defendant agreed to indemnify DBSP for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DBSP may sustain that are in any way related to Defendant's breach of Defendant's representations, warranties, covenants, agreements or obligations under the Purchase Agreement and the Seller Guide.
- 38. Defendant has breached its representations and warranties and failed to observe its obligations, causing DBSP to suffer the damages for which Defendant owes indemnity.
- 39. Defendant is therefore liable to DBSP for all of DBSP's legal fees and related costs, and all other costs, fees and expenses that DBSP has incurred, is incurring and will incur in connection with Defendant's failure to observe and perform its obligations to repurchase the Early Payment Default Loans.

#### FOURTH CLAIM FOR RELIEF (Specific Performance)

- 40. Plaintiff DBSP realleges paragraphs 1 through 39 of this complaint as if fully set forth herein.
- 41. The Agreements and Seller Guide are valid, enforceable contracts between Defendant and DBSP.
- 42. Under the terms of the Agreements and Seller Guide, DBSP and Defendant made several valid and enforceable mutual agreements.
- 43. DBSP substantially performed its obligations under the Agreements and Seller Guide by, *inter alia*, purchasing Mortgage Loans from Defendant pursuant to the terms and provisions of the Agreements and the Seller Guide.

- 44. DBSP is willing and able to perform its obligations under the Agreements and Seller Guide by, including, but not limited to, delivering repurchased loans to Defendant.
- 45. Upon information and belief, Defendant is able to continue to perform under the Agreements and Seller Guide by, including but not limited to, repurchasing the Early Payment Default Loans.
- 46. DBSP has suffered harm resulting from Defendant's refusal to repurchase the Early Payment Default Loans for which there is no adequate remedy at law.
- 47. DBSP has demanded, and is entitled to, specific performance of Defendant's repurchase obligations under the Agreements and Seller Guide.
- 48. As a result of the foregoing breaches, pursuant to the Agreements and Seller Guide, Defendant is obligated to pay DBSP an amount to be determined at trial, but which is not less than \$5.5 million as of April 19, 2007, plus interest.

#### PRAYER FOR RELIEF

WHEREFORE, plaintiff DBSP respectfully requests judgment against Defendant awarding DBSP:

- A. Damages in an amount to be determined at trial but not less than \$5.5 million;
- B. Specific performance of the Agreements and Seller Guide;
- C. Attorneys' fees and related costs, and all other costs, fees and expenses that DBSP has incurred, is incurring and will incur in this action in connection with Defendant's failure to observe and perform its obligations under the Agreements and Seller Guide; and
  - D. Such other and further relief as the Court may deem just and proper.

Dated: New York, New York May 25, 2007

THACHER PROFFITT & WOOD LLP

Bv:

John P. Doherty (JD-3275)
Richard F. Hans (RH-0110)
Kerry Ford Cunningham (KF-1825)
Brendan E. Zahner (BZ-8645)
Two World Financial Center
New York, New York 10281
(212) 912-7400

Attorneys for DB Structured Products, Inc.

#### Seller Loan Purchase Agreement

THIS SELLER LOAN FURCHASE AGREEMENT ("Agreement") is made and entered into an of the 35 day of April. 200 by and between Tourschool Corporation. ("Sello"), 2(n) Corporation. duly organized under the laws of Highleyn., having an address of 24815 Northwestern Vivy, Suite 100 Southeright Hill 19275 and Destructured Products, INC. ("IRSF"), a corporation duly organized under the laws of the State of Delaware, the principal business address of which is 50 Wall Street New York 10005, for mutual considerations set fouth herein.

#### RECITALS:

Seller engages in the business of making loans to individuals evidenced by promiseary norse payable to Seller and secured by first or second mortgages on residential tool property; and

Seller desires to rell to DBSP\_and DBSP desires to punchase from Seller, from time to time, certain of diese towns on the terms and conditions set forth here and in the Dautsche Bank Correspondent Lending, Seller Guide, as amended supplemented or otherwise modified from time to time (the "Seller Guide").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements luxuril saferanced or contained in the Seller Guide, and where good and valuable consideration the receipt and sufficiency of which is believed acknowledged, the parties hereau, intending to be legally bound thereby, agree as

1. SELLER CUIDE. DESP has provided to Siles the Seller Guide. SHIJER ACKNOWLEIXIES THAT IT HAS RECEIVED AND READ THE SELLER GUIDE PRIOR TO ENTERING INTO THIS AGREEMENT. Seller and DESP agree to comply with and be bound by all terms of the Seller Guide.
All of the terms and conditions of the Seller Guide are incorporated herein by All the Limit and contains Agreement reference and made a part of the Agreement 2. DEFINITIONS. Copitalized terms in this Agreement not otherwise

defined hereig are defined in Volume 1 of the Seller Guide.
3. FURCHASE AND SALE OF MORTGAGE LOANS. Soller may from time to time offer Loans for salare DESP and DESP may from time to time, in in absolute discretion, purchase such Loans from Seller, on the terms and conditions set forth in the Seller Guide, in the applicable Commitment, and in

4. REFREAENTATIONS AND WARRANTIES. Seller reaffirms that all of Seller's representations and warmanties set forth in the Seller Guido, including without limitation those set forth in Volume 1 of the Seller Guido, including correct. Each of the Seller's representations and warmanties: (a) applies to any and all Loans sold to DBSP; (b) shall be decaused to have been rested upon by MSSP promises of the Seller's independent presentation have been rested upon by MSSP promises of the seller's presentation that the seller seller's presentation that the seller's presentation that the seller seller's presentation that the seller's presentation that the seller seller's presentation that the seller's presentation t and all Loans sold to DBSF; (b) shall be deemed to have been rested upon by DBSF regardless of any independent investigation now, heretofore, or hereafter made by DBSF, its officers, directors, employees or agents and regardless of any opportunity for such investigation or review, (c) is for the benefit of DBSF and each of its successors and essigns; (d) shall survive the terminator, of this Agreement and contains in full force and effect for an long as the Note remains outstanding and for such time as DBSF is subject to any risk of loss or liability as to any Loan purchased from Seller harounder; and (c) is in addition to any other appoints warranties contained elsewhere herein. Seller agrees that its representations and warranties and DSSP's right to indemnification and to repurchase or payment of Loss apply to all Losns purchased by DFU's hereunder notwirtuending that any Loan was originated by or through as a third party originator, including, but not limited to, a mortgage broker or concerponden. originator, including, but not imited to, a mortgage broker or correspondent lender. Selier will not assert the fact that a Loon Wife originated b, a third party originator as a defense to any oldina or request by DESP for indemnification or repurchate or payment of Los

15. INDEMNIFICATION. Seller hereby agrees that it will informally, defend and forever hold hardless DESF, its affiliates and parem corporation, and its auconsport and assigns, and each of its end their respective officers, directors, employees and against any and all liabilities, loss, directors, employees and organis, from and against any sign per luminus, test, injury or thinneges, including but not limited to incidental and consequential damages, judgments, demages, chiluts, demands, actions or proceedings, ingelier with all reasonable costs and expenses relating therese (including but not limited to largel and eccounting fees and expenses), by whomsoover aspected, including but not limited to the claims of (a) the Bortower with respect to any Loan purchased instruments; and (b) any person or persons who proceedings as representatives of or on behalf of any obest or interest group, or any governmental instrumentality, body, seems.

department or commission, or any administrative body or agency having department or commission, in any imministrate only of agents of accuse; jurisdiction pursuant to any applicable stanute, rule, regulation, only or description or relating for compromise of any of the foregoing, arising out of, resulting from or relating to: (i) any breach of any one or mark of the representations, contraints, governants or other obligations of Seller, imagestive of the conversity of Losus prior to the sale of Losus to DESP hereunder and including, without limitation, any loss stiling from Seller's failure to properly and timely tile and record all Essently Instruments in all necessary jurisdictions. or (ii) any sult, chilm, antime, proceeding or investigation pending or threatened against DBSP or Seller or affecting any Loon asserting a claim based open facts that, if proven, would contain a breach of Seller's representations, warrantes, covernate, specements or obligations and regardlers of whether the matter is

covernment, agreements or obligations and regardless of whiches he matter a hitmately successfully concluded.

6. TERMINATION. This Agreement may be terminated at any time by citizer DBSF of Seller by giving the other party heater minety (90) days prior written notice. In the event of Seller's intetch of this Agreement, the Seller Guide or any other agreement between DBSF and Seller, or upon the commence of metword of Seller Defent as defined in Volume 1 of the Seller Guide, DBSF may intetchately, upon notice to Seller via catalised mail, terminate this Agreement. Upon the affective date of termination, neither of the parties shall have any further liabilities of obligations to the other party except that such termination shall not affect any liabilities and obligations of either party index termination shall not affect any liabilities and obligations of either party index to emplicate the clean transferred by Soller to sections 5, 7 and 9 or which otherwise relate to Lossus transferred by Seller to

DESP prior to the effective date of termination.

7. CONFIDENTIALITY. The parties shall observe the confidentiality requirements set forth in Valume 1 of the Seller Guide. Without limiting the integoing contexts, Seller shall agree to use the Confidential Information solely for the purpose of the Agreement, will not use the Confidential Information for any other purpose, and will not disclose or examinicate the Confidenced

any other purpose, and will not districted or outside the Confidential Information in my manner what over directly or indirectly, to any find party without the prior written consent of DESP,

8. RELATIONSHIP OF PARTIES. Seller is not end shall not represent to third parties that it is acting as an agent for or on behalf of DESP, Seller at all times shall set as an independent confinctor.

9. REPURCHASE Seller agrees to reporchise any Loan subject to this

Agreement in accomiance with the terms and conditions set forth in Volume 1 of

the Seller Guide.

INTEGRATION. This Agreement, including the Seller Guide and all other documents incorporated by reference begin, constitute the full and integrated agreement of the parties bereto with respect to the subject matter beretof and the transactions contemplated hereby, and supersedes any and all prior negotiations, commitments, agreements, statements (whether and or

written) and writings made with respect thereto.

11. MODIFICATION Except for submentic amendments resulting from revisions by DBSF to the Seller Guide, this Agreement may not be smended, varied or altered, nor its provisions waived, except by written agreement of the

partica herelo.

ASSIGNMENT. DBSP has entered into this Agreement with Soller in relinate on his specific qualifications of Seller, therefore, Seller may not excited or delegate this Agreement or any of its rights or obligations have under, whether

by operation of law or otherwise, without prior written consent of DESP.

13. COVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York in offect at the time of execution hereof and applicable to agreements executed and performed in New York, without giving effect to the candidated law principles thereof. Any sait, action, or proceeding against feller with respect to this Agreement may be brought in a court of competent jurisdiction in the County of New York, New York or in the United States District Court for the Southern District of New York, as Dissr in its sole discretion may cleat, and Salter consents to the Jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

14. BINDING EFFECT. This Agreement thall be binding upon and must to the benefit of the puriles hereto and each of their respective successors and

permitted sestions.

15. CHANGEOF CIRCUMSTANCES. DBSP may refuse to purchase uty Loss, notwithstanding that DESP has issued a Commitment with respect to such Loan, if any regulatory agency having jurisdiction over DESP has detumined that such purchase would be unsaft or unsound.

16. SEVERABILITY. If any provision or part of this Agreement is deemed invalid or unexporceable under applicable law, the transinder of this Agreement shall not be affected thereby, and shall be fully enforceable to the extent of the

valid partions thereof. WAIVERS. All rights and remedies under this Agreement shall be computative and concurrent, and not in the Murrative. No delay on the part of DESP in exercising any right, power or remedy shall operate as a waiver DESP in exemising any right, power or remedy hash operate as a warre thereof, nor shall any walver of any right, power or remedy heraunder considered as walver of any other rights, powers or remedies heathfeet. The acceptance by DESP of any Loan which could have been rejected shall not constitute a walver with respect to any defect or default under that Loan which is not expressly valved in writing by DESP.

that LOIN which is not expressly where in writing by Learn 18. NOT A COMMITMENT. Nothing contained haroln shall be deemed or construct to be a commitment from DESP to purchase my Loans from Seller, or a commitment from Seller to office any Loans for sale to DESP.

19. HEADINGS. All prides and section headings in this Agreement are

interted for convenience of reference only, they neither form a part of this

Agreement nor are to be used in the construction or interpretation borons 20. NOTICES. Except 23 otherwise provided begin, all notices, requests, demands or other communications which are to be given under this Agreement

shall be in writing, addressed to the appropriate pany and sent via conflict United States mail, return receipt requested, or by overnight delivery service to

the address set finth in the introductory paragraph to this Agreement, unless another search of address is later subdivised.

21. WAIVER OF JURY TRIAL SELLER AND DESP HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARIENG OUT OF THE AGREEMENT. THE SCOPE OF THE WAIVER IS INTERNED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLIDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS, SELLER AND DESP ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH SUCH PARTY TO ENTER INTO A EUSINESS BELATIONSHIP AND THAT SELLER AND DEEP HAVE ALELADY RELIED ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS WITH EACH OTHER. SELLER AND DESP FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT HE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTIN CONSENT TO A TRIAL BY THE COURT.

IN WITNESS WHEREOF, the parties herein, intending to be legally bound, have executed this Agreement as of the day and year first above written

SELLER: Inves	taid Corporation
By: Signature	
Robert M. Typed Name	Rubin
President	

DESTRUCTURED PRODUCTS, INC. NRGOTH PILLA MANAGING DIRECTOR MICHAEL SCHOFFELEN <u>AUTHORIZED SIGNATORY</u>

#### Addendum to Seller Loan Purchase Agreement DB-ASAP

THIS ADDENDUM TO SELLER LOAN PURCHASE AGREEMENT ("Addendum") is made and entered or of the 1-1 day of April 200 leby and between Proceedings of the structure of Products, and between Procedings, with its principal place of business at 60 Wall Street, New York, New York 10005 ("DESP") and amends, supplements and is incorporated into the Seller Loan Purchase Agreement between DESP and Seller days as of Port). 200 (a. and any emplements and is incorporated into the Seller Loan Purchase Agreement between DESP and Seller days as of Port). 200 (a. and any emplements thereto ("Seller Agreement"). Beller has been approved by DESP for access to this Seller agreement and this Addendum sets forth the ureas, conditions and consideration pursuent to which Seller, will obtain such access.

Based On The Mutual Covernments contained health, the parties agree to the following terms:

#### Article I = General Agreement Terms

1.01 Definitions. Unless specifically defined in this Addendum, the capitalized forms shall have the same meanings as in the Seller

Applicate — With respect to any specified individual, corporation, finited liability company, partnership, John vennire, association, Johnstock company, trust, unincorporated organization or government or any squercy or political subdivision betted, any other endry controlling or convoiled by or under common control with such specified orday. For the purposes of this definition, "control" when used with respect to any specified entity means the power to direct the management and policies of such entry directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "convoiling" and "controlled" have meanings correlative to the funguing.

"Burroweit Information" — All information related to Burroweit.

"Borrover Information" - All information related to horrower provided or developed by Horrover, Seller or DHSF, regardless of whome DHSF's or Seller's relationship with the Borrower ceases, including any nonpublic personal information of defined by Indical law, including, but not limited to, the Gramm-Leach-Billey Act, as it may be amended, any regulations promulgated the remainer and any states contain a promulgated the remainer and any

may be amended, any regulations promute the forecastic and any other customer information particularly applicable state law. "Gorgidential Information" — All Systems information and Loan Information. Confidential Information shall not include any information that (a) enters the public demain other than as a result of disclosure by Seller; (b) with the exception of Bonrower Information, is known by Seller at the time it is disclosed by DESP, as shown by Seller's recently (c) with the exception of Bonrower Information, is independently developed by Seller at anytime, as shown by Seller's recently (c) with the exception of Bonrower Information, is independently developed by Seller at anytime, as shown by Seller's recently (c) with the exception of Bonrower Information, is independently developed by Seller at anytime, as shown by Seller's recently of the party who does not have an obligation of confidentiality to DESP.

"Loan" - A morgage-secured lean or line of credit to be funded by

HIP.

"Lour Information" - All written information provided by DESP to Seller in connection with DESP is losn programs, including policies, guidelines, credit crimin, business practices, plans or proposals, all information provided by DESP in Solin regarding Horower's transactions which are the subject of this Agreement and Borrower Information.

"Notheart".— The proportiery, copyrighted software product for Loan origination, including, but not limited to, LandTech 2000\*\* (LT2km), and any enhancements, modifications, and appendent that to of a general nature provided to fishes, whether in electrothic or other format to which necess is provided to feller by DESP under this Addendum for the solo purpose of submitting Loan applications to DESP.

"Software Spriles System" - The computer software product for Load origination, including, but not limited to, LoadTech 200174 [LITAK\*\*\*], and the hentware, including ARC Systems\*\* hentware, on which it operates and any cultimeterists, modifications, and operates thereto, including any product owned or licensed by any units party vendor which contracts with DESP prior to and during the period services are being rendered by Seller to DESP under the Soller Agreement.

"Systems Information" - Any and all Information and materials reparding, relating to, or in connection with the Software, Suftware Services System and development, marketing, and production

activities with respect thereto and all copies or information derived therefron, including, but not limited to, the Eystems Information of Are Systems Information includes, without Illaminion, and expects and know-how, and copyrighted, patented, trademarked, or otherwise persected proprietary information, as applicable, or otherwise persected proprietary information, as applicable, recidently and information owned or licensed by any third party vendor which contracts with DESP. Systems Information includes, without limitation, my are or more of the following and the information contained therein computer program mentals and instruction (of every form and communication medic); computer activates (of every form and contained on any storage or communication medic); computer activates (of every form and contained on any storage or communication medic); computer activates (of every form and contained on any storage or communication medic); computer setwarts (of every form and contained and process specifications; materials specifications; setware related drawings and flow diagnants; performance and process specifications; materials specifications; performance and process specifications; materials specifications; performance and process specifications; materials specifications; performance and technology lockeding methomatical equations, physical explanation and technology lockeding methomatical equations, physical explanation interface with service provider or he services intailation, intelligization and start up running procedures; System design criteria and loan terms resident on the Software; know how, business plans, information marked "Contidental" by DESP; services provider lines, and dentification numbers and presswands, including, but not lined to, the meater password.

1.02 Butter Agreement. This Addendum contains the fluct and entire agreement of the parties with respect to the subject matter thereof and all other agreements whether and or written made with respect to the subject and the transactions contemplated by this Addendum shall have no force or effect. No amendments, supplements or waivers of any provision of this Addendum shall be valid unless by an instrument in writing, signed by authorized representatives of both parties. Except as expressly provided herein, the torms and provisions of the Seller Agreement shall remain in full force and officet. To the extent of any leadonstatesty between this Addendum and the Seller Agreement, this Addendum shall govern.

Article 16— Requirements for Stiller's Access to the Software Services Spaces

2.01 Access to Software Services Systems Training Fost.

(a) DBSP has approved the Softer for access to the Software Services System. Provided Seller is not in default of any material provincing, conditions of covenants contained in the Softer Agreement or this softer purpose of enabling Seller access to the Software for the softe purpose of enabling Seller access to the Software for the softe purpose of enabling Seller access to the Software for the softe purpose of enabling Seller account and prepulativation inquiries for Locus to DBSP and a generated by this Addendum. DBSP shall make available to Seller and training as is required to access the Software Services System and the Software to the then published training and consulting rates, if any.

(b) Sciller shall pay to DBSP fees for use of the Software Services System in accordance with DBSP's fee schedule in effect from time to time. In addition, Soller shall be required to pay the cost of any credit reports obtained from a consumer reporting agency in connection with Sciller's use of the Software Services System. DBSP

will invoice Saller for said fore and costs on a monthly basis.
Paymen will be due within thirty (30) days of each invoice date.

2.02 Seller's Agreements
(a) Seller will access and use the Software Services Symmu solely for the purpose of that Addendum and the Seller Agreement and will not use or permit the access or use of the Software Services System by any of its directors, officers, employees, affiliales, agents, advisors or representatives for any other purpose.

(b) Ballet is minorized by Bonower in submit each Loan application

prequalification inquiry.

and prequameration inquiry.

(c) No copies of science, manuals, Software, passwords or any projectory or Confidential Information shall be made available by science to any prospective efficient or other third patries even under a signed confidential disclosure agreement for any reason without fine express written potentials or OHSP relative to that particular prospective affiliate or third party.

(d) Due to the extremely scanitive nature of Bonower Information (c) Due to the contents acquired nature of possession in the provided by Seller, Seller shall verify all data lepulied into the Software and shall be obligated to maintain the security of all Borrower Information. Seller is solely responsible for assuring security measures and confidentiality relating to the one of its terminals and the terminals of its offiliates and thereby assure the confidentiality of Bornswar Information in accordance with the Gramm-Lasch-Billey Act, as it may be amended, and any regulations Grown-Lesca-Milley Act, as it may be smeaned, and any regulation's promulganed character. Access to the Software Survices System from the Seller's location shall be available only through the use of identification numbers and perswords, isoluding the master password arrigated and validated by DBSP prior to commercement of Keller's use of the Software Services System. Once such identification use of the activate Science System, the safety mentioned in minimum, parawords and marker password have been assigned by DESP, the use and confidentially of such Numbers and parawords shall be the sole responsibility of Seller. DESP may change the identification numbers, passwords and master password at any time, in its sole discretion. Soller can request a change to the identification. numbers, preswords and master presword provided that Seller's solu owner or a Pariner, President or Vice President of Seller with

pwinter or a runner, president or vice president of Seller with appropriate authority requests such change in writing.

(c) Seller shall be responsible for inputting all data into the Boltware Services. Bystem and verifying the peculity of all data and for verifying correct entry of data entired by Seller. In addition, Seller serves to provide, at a resistanble time and its such format as may be reasonably requested by TIPSP. All other data or information seated. agrees to proving, and reasonante mine and in social form is any be reasonably requested by DESP, all other data or information required by DESP to enable the Software Systems to function for its intended purpose, including credit butters subscriber member codes to set up direct credit report billing. DESP shall not be responsible for errors in data, data entry or other services, programs, hardware, data files, or output provided to, or maintained for, Seller.

(f) Sailer shall be responsible for the safety and condition of any (1) Seiter smal de responsate for un marry and conquient of only technical equipment provided by DESP to Heller, and shall have full responsibility for establishing and maintaining the telephone communication lines and equipment necessary to manually detabetween the Seller and the Subware Services System. Seller shall be solely responsible for purches or lease, installation, maintenance, and performance of its system which includes its software and optipment necessary to mardor, within reasonable business mandards, and proposed to recover associated in this Addendum to Seller via day processing services specified in this Addendum to Seller via

(g) Seller agrees that no appraisal or title company controlling, controlled by, or under common control with Seller shall be used in connection with the clotting of any Loun.

2.03 Propriently Rights. Seller acknowledges that it shall obtain no proprietary rights in the hardware, software, specifications, storage media, or documentation used or made available to Seller under this Addendum, whether these materials are developed or purchased specifically for performance of this Addendum or otherwise. Seller hereby sessing all intellectual property rights if any that may be developed by any third party vendor which contracts with DESP or jointly by any third party vendor. DESP and Seller in with DBSP or jointly by any third pany vendor, DBSP and Seller in the course of performing this Addendum. Seller selengwisedges that

those programs, specifications, and documentation are not the property of Seller and agrees to keep that confidential and not to property of Sener and oppose to keep them control of the Agreement Series appear to keep any property supplied to Suller under this Addendam free and obser of all claims, liets, and encombrances. The provisions of this paragraph shall survive the termination of the Agreement. In the event that shall marrive the termination of the Agreement. In the event that Seller breaches or nitempts to breach any of the provisions of this Section 2.03, the parties agree that this will cause imparable damage to DBSP, and accordingly, Seller agrees that DBSP or its resignee shall be entitled as a matter of right to an injunction out of any court of compenent jurisdiction restraining any breach or attempted breach of this Addendum. DBSP or its assigned that have the right, in addition to they other remedies that may be available to it, to injunctive relief enjoining the breach or attempt to breach. For this purpose, it is expressly acknowledged by the parties that legal remedies alone are imalequate.

Confidentiality

(e) All Confidential Information shall be held in the strictuant confidence and will not be disclosed by the Saller or its directors, connected and will not be disclosed by the Ballet or its discent, officers, employees, affiliates, agents, advisors or representatives (collectively, the "Representatives"), extent as a perificially porntion by the terms hereof. Seller and its Representatives will use the Confidential information solely for the purpose of the Addendum, will not disclose or communicate the Confidential Information in any will not disclose or comminente the confidency, to any third party without the prior written consent of DESP, unless disclosure is permitted under Section 2.04(c). Seller further agrees that the Confidential Information will be disclosed only to such of its Representatives who need to examine the Confidential Information for the purposes described in this Section 2.04, Seller shall in any event be responsible for any breach of this Agreement by any Representative.

(A. All Confidential Information shall remain the availables assent (b) All Confidential Information shall remain the exclusive property of DESP. Upon request by DESP, Soller shall prumptly swrender to there any of the Confidential Information in the Seller's passession, and shall surrender all Confidential Information to DESP promptly and without request upon termination of the Agreement. Sollar will and utlain any capies of the Confidential Information, subject, however, to any requirement under applicable law that Seller retain copies of Bonower Information

(o) Borrower Information shall be held in strictus; confidence by Seller and used only for the purposes authorized by the Borrower's relationship with the Seller, provided, however that (f) until DHSP has approved the Luan and the Burrower has accepted the offer of credit, Seller can disclose Borrower Information to third parties es permitted by Borrower, and (ii) Seller may disclose Bornwar Information relating to a Loan if requested or required by Seller's

regulatory authority.

2.05 Assignment. Seller may not assign, sublicense or delegate, whether by operation of law or otherwise, this Addendum and the rights and obligations thereunder, without prior written consent of DHSP which consent may be withheld in DHSP '2 30% and consear of these wants consent may be wanted an easily a whitness the content that the requirement that Seller onter into a written contract that limits any tooks person's use and disolosure of the Confiderabil Information, including any Bostower. Information, as defined in Section 1.01 of this Addendum. DASP may assign its rights and benefits and delegate its duties and obligations to its Affiliates.

2.06 Direlature of Warranty, DESP warrants that it is authorized to permit seller to access the Software Services System and the Software, and that Seller's access to end use of the Software Services System will not infringe the copyright or intellectual property rights of any third party whose content to such use has not been obtained by DESP. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXTRESS OR IMPLIED, INCLUDING. BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, DESP MAKES NO WARRANTY.

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE SERVICES SYSTEM OR THE SOFTWARE. DEEP SHALL NOT HE OTHERWISE RESPONSIBLE (IN WHOLE OR IN PART) FOR LOST, DAMAGED, OR DESTROYED PROGRAMS, DATA, DATA FILES, BACK-UP DATA, STORAGE MEDIA OR OUTPUT, OR FOR ANY COSTS, EXPENSES OR DAMAGES INCURRED OR SUSTAINED IN THAT REGARD, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, DAMAGES, EXCEPT FOR DESP'S OBLIGATION TO INDEMNIFY ESLIER UNDER SECTION 2.07(b), UNDER NO CIRCUMSTANCES SHALL DESP'BE LIABLE FOR ANY INDIRECT. INCIDENTAL PUNITUR, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUSTAINED BY SELLER, OR FOR ANY CLAIM MADE AGAINST SELLER BY ANY OTHER PARTY EVEN IF DEEP HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM, THESE EXCLUSIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN COURT OR ARBITRATION, CONTRACT OR TORI, ONCLUDING MISSESPESENTATION, NEGLIGENCE, AND GROSS NEGLIGENCE.

Affiliates and parent responsion, and their respective directors, affiliates and parent responsion, and their respective directors, officers, agents, and employees, successors and/or assigns, from and against one and employees, successors and/or assigns, from and against one and employees, successors and/or assigns, from and against one agents both direct and indirect (including without limitation reasonable legal and accounting Rest and expenses occurily incurred) by whomeoever essented, including but not limited to the claims of any faint party vendor which may urise or be incurred as a rebuilt of Selber's access to or use of the Software Revices System, or any action or laction by Selber under this Addendum, including, but not limited to, a breach of any covernent, condition, representation or warranty entains under this Addendum, except as such demage, loss, liability, cost, action, cause of action, claim, demand or expense is caused sulely by the negligence or wallful misconduct of DESP.

(b) DBSP shall indemnify, defected and hold humbers Seller, its stilled and parent corporation, and their respective directors, officers, egence, and employees, successors and/or assigns, from and against all damage, loss, liability, cost, actions, causes of action, claims, demands or expects both direct and included (including without limitation restorable legal and accounting faces and expenses) by whomenever assented; which may arise or be incurred as a result of a claim by a party that the Selfavare Services System used within the scope of this Addendum infringes any copyright or intellectual property light of any third person, subject to the limitation of liability included in Sention 2.06, and provided further than Selfer mutifier DESP promptly of the claim, actual or threatened, and DESP may participate filly at its expense in the defense of the claim.

#### Article III - Terminotion of Addendum

3.01 Termination
(6) Upon the occurrence of an "Event of Default" as defined in this Section, without projuding any right or reactly it may have against Seller or otherwise in the sole discretion of DBBF, DBSP may terminate this Addendum and Seller's permission to use the Software Services System offective on Seller's receipt of written nation of termination from DBSP to Seller.

(b) The occurrence of any of the following shall constitute an Event of Default: (i) Seller shall tall or omit to perform or observe any chligation under this Addendum made by Seller, provided than II, in DESF is judgment, the fallure or omission is capable of being cured, the failure or omission shall not have been fully corrected within 30 days after the giving of written notice to Seller that it is to be remedied; or (ii) upon termination of the Seller Agreement.

3.02 Survival

The rights and obligations of the parties under this Addendum which
by their nature survive the termination or completion of the Saller
Agreement, including but not limited to the following, shall remain
in fell forces Entire Agreement, Seller's Access to the Software
Services System; Proprietary Rights; Confidentiality, Assignment,
Disolalmer of Waranty; and Indomnification.

Typed ATTRORIZED SIGNATORY

Titlo

IN WITNESS WHEREOF, the parties berote, intending to be legally bound, have executed this Addendum as of the day and year first above

SELLER: Investald Corporation	DESTRUCTURED PROPERTY, INC.
Signature Robert M. Rubin	Signature MARGOTH PILLA
Typed Name	Typed MANAGING DIRECTOR
President Tite	Tida
V	By: Michael Schoffeler  MICHAEL SCHOFFELEN

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	80330681	112234228	HENN, KHULEN N.		125,127,89	01/01/07	04/19/07	0.860%	<b>2</b>		3,887,52	104 50	100.0820%	\$ 53,332.81	63	DENTENDE	<b>U</b> ) (	11.59	
	. 80432039	1122342221	HOLLIDAT, DAVIE	, ,	62.024.74	11/01/08	04/19/07	7,800%	9	-	1,841.47	2	100.8620%	\$ 308,798.51	W			BL.18	
	51227082	112234251	SCHLESSELMEN, MOINS	, ,	303,875.23	98/01/08	04/19/07	10,350%	F 1	7	י מנימט	7398.47	101,5500%	\$ 83,284,03	43	_	<b>W</b>	5	
	80432471	14224254		, ,	P1.870.04	90/10/00	DAVIBION	3,850%	57	i i	2 07 03	,	101,5500%	\$ 110,818.38	**				
	80432180	112200271	Monthly Commons	, ,	117,004,82	01/01/07	04/18/07	9.550%	<u> </u>			19.17	101,5500%	\$ 74,059,58	\$ 77,537.07	DECEMBEROR	<b>.</b>	7 7	
	60229218	112280578	The state of the s	, ,,	72,929,18	11,0708	20181750	10.550%	70.	7	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3 058.10	101,8500%	\$ 148,171,80	4			7 6	
	00120052	112200500	TO THE OCCUPA	, .	143,040,80	07/01/08	04/10/07	10,350%	<b>8</b> 9			•	101,5500%	\$ 113,738.00	c)		n 1	20.00	
	80432437	112260501	ACEPUC, EVELIN	, ,	412.000.00	05/01/108	04/10/07	8,450%	348	ž t	20170	345.01	103,1190%	\$ 135,880,89	W	07/19/09		200	
	80331288	112260583	CHANGE POOL	, ,	131,780.48	10/01/08	04/19/07	10,400%	198		9 27.75	495.74	103,1160%	S DEAZER BB	U			7	
	60532854	112583717	ALAME, NANCEM	پ د	80.804.58	10/01/100	7D/4/10	2.050%	28		2000	C7 870 +	103,1190%	\$ 89,001.21	u		<b>17</b>		
	80432230	112583718	EASHAM, MUNIMA		05.04.40	90,10,0	04/19/07	10,300%	28	er c	207,40	4 248 37	103,1180%	\$ 82,708.91	**			25.24	,
	80330518	112583725	CARIER, DAWNE	•	89.881.03	98/01/08	04/19/07	10,100%	30.	us i	7 7777	25025	103.1190%	06,087,86.20	**		<b>.</b>	2 P	
	00437808	112603727	GOOTS, DENYEH LAVID	•	DE 502 70	11/01/03	04/18/07	2,360%	108	ur.	7001	2000	403.4490%	s 77,578.30	U)		<b>S</b>	18.28	
	90432801	112583732	DHAKE BR., KEVIN B.	<i>,</i>	80 414 38	12/01/08	04/19/07	10,000%	5	<b>C</b>	\$ 11.000	28,00	103.1190%	S 93,040.58	4		٠ <b>٠</b>	24.09	
	00432523	112583740	HUFF II, TERRANCEL	٠.	57.51.20	00/10/00	04/18/07	9,650%	ä	un 1	629.17	13321	403.4190%	\$ 131,854.5	u		بر. 19	30.58	
	80533287	112583742	JACKSON, KELVIN	, .	127 888 38	86/17/18	04719/07	10,300%	8	w .	430,07	117501	403.1190%	5 74,073.30	1 \$ 77,4125		安里	19.89	
	60834204	112883754	MCGRAL, MARI	۰.	74.032.63	12/01/08	10/18/D7	8.350%	55		71228	147721	403,1190%	5 85,008.11	c,		好	16.67	
	00532853	112583758	MLER, PHEDUE	<b>.</b>	00 000 75	07/01/08	04/10/07	8.000%	38		חמימנים	707	103.1180%	\$ 53,472.1	u	_		18.28	
	00933831	112583788	RICHARDSON, ANI WOR		91,654.82	02/01/07	04718/07	11,300%	e i		י מנבינה		103,1420%	S 277,089.73	8 \$ 282,047,58		بر 1	55.65	
	60432684	112583783	SAME LINES	. 41	288.058.63	1010120	04/18/07	8,500%	e i		2777	46.8	103,14201	5 78,984.72	43		2 1		
	80330747	112807228	Ames, neminer	, ,	74 232 34	101/01/0	04/19/07	3,680%	100		4 (1)	ì	103.1420%	\$ 102,858.50	4		e :	2 2	
	80634852	112807238	ביייים איייים		99.728.11	10,101,07	04/19/07	0,850%		,	4 70 70 L	•	103,1420%	\$ 107,835,09	177		# # B	00'07	
	80633888	112807242	None aven		104,356,13	09/0/00	04/19/07	10.240%	S	, .	* 50 UCS	14.01	103,1420%	\$ 57,848.28	**		3 :	20.00	
	80035114	142/ng2L1	EMMADOS RODEBICK D.	. 41	55,883.10		04/19/07	2,00%	9 5	•	2 958.46	9.34	103.1420%	**	·	unmaran 1	9 6	26.40	
	80432690	112801248	ENTONEDADO JAMES F.	•••	142,013.24		04(18/07	3.980%	5 6		20120 \$	2247,08	103,1420%	47			9 2	2000	
	60735678	057/0571		,	04,000,00		04/18/07	10,850%	8 9		2 84 900	14.05	103,1420%	U)			9 8	20.00	
	80432221	457,08211	OCEDIA CONALDO	- 41	72,687,02		1119/07	11,000%	2	, .	8 178.77 S	.•	103,1420%	**	-			48.48	
	80533824	114801420	HOLLIDAY, LENGRA	••	73,200,00		04(18/07	*nema			1,180.48 \$	418.07	103,1420%	U)				28.39	
	80835104	11-200 (A.D.)	HOPSON, ARLESTER	<b>1</b> 3	63,688.72		04(19/0/	10.45UT	3 5		47020 5	430.17	103,1420%	v	ייי			17.7	
	80533828	102/02/1	MCCARTY, DAVID	**	95,925,81		04/18/07	#D5D.01	3 5		\$ 508.03	1,375.17					e se	84.73	
	00532003	44000778	PALMER, DEANINA	<b>.</b> ,	53,520,00		04/19/07	71°4 2022	3		4,760,22 \$	120.84	•				5	38.62	_
	80834785	112407264	BENRA, VIOLETA	•4	287,844.21	DENTAR	DAME DAME	10 500 %	228		8.340.08 \$	425.17	•	· •	5/ \$ 130,500.1E	40 002808	5	20,18	_
	**************************************	112607285	TAYLOR JR, ROBERT L.	v,	125,550,08	ANLINA	THE STORY	40 500%	5		3,041,33 \$	9.34	103,1420%	*		•	28	49.5	
	00533433	442007307	THOMPSON, JOSEYN	<b>U</b>	95,729.81	01/01/07	IN INITIAL	20701	<u> </u>		3,802.23 \$	45,0			•	•	1 SE	18.50	
	60034788	442807288	THOMPSON, ROSALIND	47	107,534,28	02/01/07	Just Jan	NO MOTO	2 5		3,077.20	113,87	103,1420%	<b>(</b> )	» ·		900	22.48	
	Sub-Sept Contraction of the Cont	142907302	VALENTINE, KINYETTA M.	<b>.</b>	71,933.25	10/01/00	Indiana	11 2504	188	4	3,778,13	124.01	103,14209	Called A 14 Called	20000000 + 12		5	15.77	
	0201-000	112807303	WILLIAMB, OTHNIEL E.	u,	71,928.38	11/01/08	7000110	10.000%	N	v	3,588.73	113.87	402,8030%	n i	• <i>u</i>	_	4 80	5120	_
	88886700	113224501	ADAMS, MARIE		00'000'25	0010100	104/1907	8.250%	100	· v	B,528.71 \$	• !	10288303	•			\$ 000	203	_
	80030488	11322(511	DAVISON, OLEN	, יי	223,444.14	12m1m8	04/19/07	. 11,150%	138	s	2,000,92	A.	405000001	, ,,	- Os	A0 08/27/08	# BDU	24,89	-
	60036492	113224625	LAFAVE, TINAM.	, ·	86,327,14		70119107	10.800%	2	un i	1,941.19	•	302003	1/1	4		S 801	25.87	<b>.</b> .
	80735883	113224532	MCVANNEL, SAMUEL	n w	97.283.25		04/19/07	%005°6	2	4	2,002,00	7.74		**		_	\$ 804	200	tra
	00735000	113224535	with Takerilla S.		59,107.43	11/01/08	04/19/07	12,200%	5	P 44	14.847.21	1							
	88086708	113224540	THE PERSON NAMED IN COLUMN	, es	5,121,408,25					•									
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# Thacher

Thacher Proffitt & Wood LIP Two World Financial Center New York, NY 10281 212.912.7400

Fax: 212.912.7751 www.tpw.com

April 26, 2007

### By Federal Express and Certified Mail - Return Receipt Requested

Mr. Robert M. Rubin Investaid Corporation 24815 Northwestern Hwy., Suite 100 Southfield, MI 48075

Re:

Seller Loan Purchase Agreement dated as of April 25, 2006, as amended, between DB Structured Products, Inc. and Investaid

Corporation ("Investaid")

Dear Mr. Rubin:

Our firm has been retained as litigation counsel by DB Structured Products, Inc. ("DBSP") in connection with the Seller Loan Purchase Agreement dated as of April 25, 2006, as amended ("Agreement") between DBSP and Investaid, and in connection with certain letter agreements between DBSP and Investaid (the "Commitment Letters", and together with the Agreement, the "Agreements"). Capitalized terms used herein and not defined have the meanings set forth in the Agreements.

DBSP hereby demands immediate payment of the amount of \$5,545,440.07 (the "Repurchase Price") which is due and owing to DBSP by Investaid in connection with Investaid's obligation to repurchase the mortgage loans listed on Exhibit A attached hereto (the "Mortgage Loans") pursuant to the Agreements. The Mortgage Loans are in early payment default, as specifically set forth in the Commitment Letters.

Please remit the Repurchase Price by wire transfer to the following bank account no later than May 10, 2007:

Bank:

Bank of New York

ABA:

021000018

Acct. #:

GLA/111569

Acct. Name: Attn.:

DPX Ken Glover

Re:

Investaid Repurchase

April 26, 2007

Page 2.

If you fail to remit the Repurchase Price by that date, please be advised that DBSP will commence formal legal action against Investaid to recover the amounts owed without further notice.

Nothing contained in this letter shall constitute a waiver of any of DBSP's rights or remedies under the Agreements, at law or in equity. Nor shall this letter be construed as a waiver of any Event of Default by Investaid under the Agreements.

Please call me or Steven Paolini, Esq., Vice President and Counsel, Deutsche Bank AG, at (212) 250-0382 should you have any questions or wish to discuss this matter.

Very truly yours,

ohn P. Doherty

cc: Steven Paolini, Esq.

Encl.

Account Microst Account to December 2018 15:20 15:30 24:30 24:30 25:30 2	284,842.71 17557-1913,945,440.075										٠					1	-
		dileman managaran da managaran d	. 1	THE STANDARD STANDARD OF STOUTS AS S	5 as af 01/21/1007 ic	November Sanger New Melect	NA HAIO - Do	n Aserved dire	Service Introduction	heavalvances	102.2450%	•	77,983.27 \$	00,462.07	\$ 90/20/90	24.30	4
anity is to Loan Numbers insurately seed to	4494010 F-015	PAUL BON, MATTHEW A.	1	70,270.98	05/01/00	DATTENO?	11,500%		4 BH7.83	116.24	_	:	41,383,41 \$			14.50	
00229993	112103843	APPIA, WILLIE	u	41,037,34	0877708	04/18/0/	12,000,7		344,50			U)	13,760,37	14,114,01	TRAINING S	12.04	•
80222138	112,183086	CHORLEY, KENNETH E.	49	13,847.27		narami.	13,800%	346	4,188.00	\$ 121.24		V+ 1	# 99.C.).US		08/02/06	19.8	
51127072	112163861	BOYERD, KEVIN	<b>.</b> ,	31,1623	nam4fill	04/18/07	13,000%	318 5	3,140,26	\$ 12134		» u	40 BTA 33 S		DEVOZOB	17.9	
91127073	112183882	GOVERO, KEVIN	,	12 404 24	03/01/00	04/18/07	13,480%	3 11/6	6,182.86	<b>.</b>	אמיינים איינים	, ,	33.484.B1 S		08/02/08	12.3	
80331258	112184028	NAJAR, LAITH G.	, .	33,824,61	00/01/08	04/19/07	13,500%	256	3,184,88	118.7	_	,	20,888,55 \$		00/20/20	11.33	
51128677	112194038	WILLIAM DANIEL W		29,338.08	01/01/07	04/18/07	13,800%	199	1,222,1	, v	118.34 88.7	4	10,027.35 \$	19,820,82	08/02/08	5	
80220273	750840211	POURIGUEZ SR. ISBAEL	· vs	18,204,24	08/107/108	04/18/07	13,100%	262	1,013,01			*	31,482.61 \$	33,625,28	9072760	91.01	
60126818	85U981711	BOOTT MOHELLE		31,008.34	10/01/08	DAMBIOT	11,600%		1.804.43		728.01 00.7	4	20,708.05 \$	22,042.19	ANZINO	47.00	
U223428	112164080	SHIPP, ROBERT	ห	20,861.76	08/01/08	D4MBN/	12,000	200	4,085,87	43		<b>U</b> >	48,358,43	62,574.89	DOWNSON		
0012000	112194076	TAYLOR, KRISTEN	w	48,083,66	9010/80	U46300	12,980%		68024	67			14,896.27 \$	12,401,400	8075000	5 41.4	. m
51127030	112194082	YOUNG JR., ROBERT		14,808.48	110101	14/18/07	8.550%	168	TD,E89,8			100,9620%	5 15(,(50,04 a	130.067.82	90/50/90	5 34.24	
10505508	112234228	HENN, KRISTEN N.	., ·	128,224.88	01/01/07	04/18/07	8,080.8	108	3,507.6	<b></b> (	16.66 1003	Ċ	53.332.81 \$	65,471,68	00/06/08	\$ 11.8	to
60432038	112234232	Hollingy, Davie		52.824.74	11/01/00	10/18/07	7,800%	180	1,847.4		•		308,780.51 \$	334,580,70	0000000	\$ 87.3	en ·
51227062	112234251	STEVENSON, KENDRAL	, "	303,876.23	08/01/08	04/18/07	10,350%	8 8	87'101'1Z S	, u	101 TABLE		~	102,177.75	90,80,90	5 25,14	•
80432471	4477000577	MIHAMMAD, DEGMOND	,	81,070,04	90/\$D/90	04/19/07	9,850%	250	70000		-	"	67	122,170,58	16/08/16	5	- 1
00432108	112280578	PICCININI, DANIEL W.	u	117,004,82	101010	04/18/07	1,550 P	2 5	3,462.3	. 4	19,17 101.	•7	44	70,753,77	DENGEROR		. 12
00128692	112200500	RODRIGUEZ GR., IBRAEL.	43	72,828.10	11/07/08	DATE OF	10.350%	200	5 11,818.2	<b>L</b>		101,5500% 5	148,171,88 \$	181,140.48		\$ 28.40	
80432437	112280981	ROBADO, EVELYN	<b>67</b> . (	143,840.90	ווייים	04/18/07	0,450%	348	5 10,231,20	4		, -	725,120,000	143,743.54	07/18/08	38.1	<u>.</u>
90331280	112280583	STANLEY, GHONA	<b>.</b> , .	131,780,40	19/01/00	10/18/07	10,400%	186	2 7,537.B	.,		n 41	63,427,90 \$	87,802.34	00/1/10/00	\$ 22.14	4
00532054	112583717	ACTIVITY MODERA	) u	80,804,58	10/01/00	04/18/DT	8,850%	180	4,363,01		. '	103,1190% \$	66,001.21	73,944,42	DATE IN BOOK	\$ 18.87	<u>-</u>
00432236	112583/16	PANAG GETGAG		85,844,40	00/01/06	04/18/07	10,200%	258	יים אימונים	, .		03,1180% \$	82,700.91 S	102,041,31	07/10/00	25.24	<b>27.</b> !
80330516	112583/25	COOTS DENVER DAND	. 1/1	66,981.03	98/11/09	04/18/07	10,100%	등 년	5 6,026,02	, ,	•	03.1190% \$	86,780.08 \$	103,230,60	97/18/06	<b>3</b>	<u> </u>
60431608	11,000,000	DRAKE BR. KEVIN B.	uş.	P9,802,7B	11/01/00	04718/07	9.350%	168	20002	• 41	•	03,1190% \$	71,678.20 \$	74,270.95	90/81/20	2	8 5
TOPEZENI TOPEZENI	112583740	HUPP II, TERRANCE L	un.	68,411.36	12/01/08	1001/100	10,0001%	2 5	5.029.1	,	•	_	83,049.58	98,612.28	07718/10	20,42	2 5
2025220 20253208	112663742	JACKGON, KELVIN L	•	80,235,15	09/01/08	DAMAGE	40.300%	250	5 B,430.0	up.	•		121,884,81	142,046,30	1778 DAMES	18.89	. 22
90834204	112583754	MCGRAIL, MARI	<b>u</b> , 1	127,886.38	90/51/08	10/18/D	8,850%	136	\$ 271228	4	625.07 103	103,1180% \$	74,073,30	71.750.17	9771870	\$ 18.82	12
80532853	112563756	MILLER, FREDDIE	. i	64 100 10	07/01/08	10/11/20	8,900%	. 288	\$ 4,55B,8U	<b>L</b> P (		103,118071 5	63,472,17	54,748,42	07/18/08	19	26
80933831	112583788	RICHAROBON, ANI WOR	, =	51.854.82	02/01/07	04118/07	11.300%	12	\$ 1,286.66	., t	10,		277,008,78	\$ 282,047.60	00/28/08	8	63,43
00432884	112563783	WAINNB, GREE	, u	266.988.53	12/01/07	70/18/07	8,500%	18	\$ 4,847.78	<i>a</i> .	274 102		\$ 70,504,72	78,788.80	90/82/00	2	8 1
80330747	11280/228	THEROR STOC	· in	74,232,34	01/01/07	04/18/07	9,080,6	<b>P</b> !	2,224			_	102,856.50 \$	\$ 105,836,83	08/28/08	49	8 8
80634652	112801238	DELLIKE, JAIMEL	. 43	11,327,11	101010	DAMBAT	2,850%	P F	C 6,787.1	, 61	2	03.1420% \$	107,639,00	\$ 114,402.84		***	9 6
	112907245	DHAKE, JASON	s,	104,358.13	09/01/08	04/18/07	70,240.70	180	2,530,	· <b>v</b> y	:	03,1420%	87,648.20	75,591,00 \$	BURGARA		
	112807248	EDWARDS, RODERICK O		55,883,10	11/01/08	CATORIT	a 090%	<b>5</b>	\$ 4,258,14	<b>u</b> +	•	103,1420%	140,479,30	5 16U,/4U,(/		2	32
80735878	112807250	FITZGERALD, JAMES F.	<b>u</b> t (	142,013.24	מאמנות	04/18/07	10,890%	288	\$ 7,201.	<b>U</b>	-	03,1420%	74 054 06	5 78,029.21	ORZEAGE	2	R
80432221	112807254	FULCHUM JR, CLED	۰.	72 807.82	12/01/08	04/18/07	11,000%	136	3,084.18		14,01	1,1420%	76.498.84	\$ 01,326.88		ر ا	2
80533824	112907250	HOLLIDAY, LENDRA	, 45	73,200,00	07/01/00	04/10/07	0.850 X	289	2 0,020,02	, .,		103,1420%	S 83,873.41	\$ 70,470,53			<b>8</b> 8
80635104	11280(238	HOPBON, ARLESTER	. 47	03,800,72	08/01/08	04/18/07	10,350%	3 5	S 6.470.20	, 41		7.	B8'828'88 \$	\$ 106,845.18	DECEMB	, e	15
00833458	112007267	MCCARTY, DAVID	us	18'828'90	08/01/00	70/11/10/	11,780%	1 15	5 4,508,03	2	•		5 65,201.80	5 61,084.00 e 261 144 83	DEPENDE		E.73
8044480	112907276	PALMER, DEANNA	., ·	52,520,00	1000 TO 1000	04/19/07	8,700%	ä	5 14,758.22	<b>.</b> ,	120,84 10	103,1420%	5 278,488.00 c 139,484.87	5 136,286,12		es es	.12
00034854	112907284	BENRA, VIOLETA		125,550,08	18/1/08	DAMBAT	10.600%	228	E 24	м.			\$ 88,737,43	\$ 101,708.19	80/02/00	8	26.18
00933433	112807285	I PALDE JR, ROBBIT	, ,,	18,7728.81	101010	WINBIOT	10.580%	₽ ;	5 3,041.33	* *	134	03,1420%	\$ 172,788.31	\$ 178,868.66		<b>4</b>	48.52
80834786	112801281	THOMPSON, ROSALIND		187,534,38	02/01/07	04/18/07	40'0'd	£ \$	3,005,20	, u		3,1420%	\$ 74,183.30	5 78,184.28		- i	3 5
00834407	112807302	VALENTINE, KINYETTA M.	υ <sub>2</sub>	71,633.25	10/01/00	04/18/07	8.500%	Dar.	3.778.13	,		103,1420%	\$ 74,188.31	\$ 76,006,48	DECEMBE	, .	. 7
20034843	112807303	WILLIAMS, OTHNIEL E.	<b>.</b>	71,926.28	11/01/08	70/81/PD	10.800%	ដ	\$ 3,588,73	u,		2,0030%	5 63,263,88	5 50 Justine			5120
8685288	113224501	ADAMS, MARIE	<b>L</b> S 1	52,000,00	DOVING THE	n4/lam7.	8250%	108	5 6,629,71	* L	2	102.6030%	5 225,230,41	5 70.042.83		43	8
80838488	113224611	DAVIEON, DLEN		25,424,624 85,531,45	12/01/00	04/18/07	11,160%	138	2,500	5 6	7 F	02.60307	3 97.840.21	\$ 59,458.40		ci ur	88'
00030482	11322/625	LAFAVE, TINA M.	, u	85,327,14	02/01/07	14/10/DT	10,000%	2 1	5 1,641,18	# E		102,8030%	\$ 88,786.01	\$ 101,787,01	08/27/08	w (	25.07
80733883	113224532	· POWERS, HOLLY	· 47	07,263,25	10110/20	04/18/07	%005°0	E 5	3,308,60	, v.	4.74	102,8030%	\$ 60,707.50	\$ 84,080.80		N.	g T
80730008	113224548	умше, такевния.	u, u	68,107.43 5,121,400.29	11/01/08	14/18/U/	12.484	į	\$ 204,842					٠			

# EXHIBIT B

. Simphates	B 151- Andamiors	ervice of Summons or Su	opposite: Personal or Alternative ce, 10 pt. type, 1-95					-US-BEUMBERG-INC. LISHER, NYC 10013
Blumbergs Law Products	мецька: Са							
COUNTY OF	COUR		ED STATES DIS HERN DISTRICT					
	URED PRODUCT	S, INC.				Index N	o. 07 CV 412	23
		again	ıst		Plaint	iff(s)	SERVICE C	AVIT OF F SUMMONS
INVESTAID	CORPORATION					. \		OMPLAINT) PACHED RIDER
					Defenda	nt(s)		
CTATE OF MENT	HIGAN DBKXCOUNTY OF	በለጀፒ ለአጠ	. 9	S: T	he nadersiene	d being duly swe	om, deposes and sa	nys; deponent is not a
party herein, is	over 18 years of a	ce and resides at	: SOUTHFIELD.			, come and a		
That on 6/4	/07 d the within summ	at	1:30 PM., at 2	24315 AID ( VING	5 NORTHWE CORPORATI REGISTER			IELD, MICHIGAN endant therein named,
HOIVIGUAL	by delivering a tru said defendant the	rein.					so served to be th	e person described as
CORPORATION Z.	a personally, depon knew said individ	ent knew said o	poration, by delivering the corporation so serve	ng the	reat a true cop  the corpor  thereof.	py of each to ation described i	n said summons :	s said defendant and
WITABLE AGE PERSON	by delivering ther	eat a true convic	of each to					person of suitable age
ı. 🗆	and discretion. Sa	id premises is d	efendant's—actual	place (	of business— which is d	dwelling place— efendant's—achi	-usual place of ab	ode—within the state. ss—dwelling place—
FFDXING TO DOOR, ETC. 4.	usual place of abo	copy <i>of each</i> it ode—within the	state. Deponent w	as una	ble, with due	diligence to fin	d defendant or a	person of suitable age
	and discretion the	reat, having call	ed there				(Y)	
:	a escate			•	•			······································
	an promise is	1.6% 5.5%						. "
MAILING TO RESIDENCE USE WITH 3 OR 4	defendant at defe	ndant's läst kno n official depos	wn residence, at	isive c	are and custo	dy of the U.S. Po	stal Service within	properly addressed to and deposited New York State.
MAJLING TO BUSINESS	Within 20 days	of such delivery	or affixing, depor	nent ei	nclosed a cop	py of same in a	first class post p	aid envelope properly
USEWITH 3 DH-4	in an official depo	edt rebru under the	ant's actual place of exclusive care and dential" and did no	custod	v of the U.S.	Postal Service w	ithin New York So y return address	ate. The envelope bore or otherwise, that the
	communication w	vas from an atto	mey or concerned a	n actic	on against the	detendant.		
DESCRIPTION USE WITH		White Skin Black Skin	<ul><li>☐ Black Hair</li><li>☐ Brown Hair</li></ul>			☐ 14-20 Yrs. ☐ 21-35 Yrs.	☐ Under 5' ☒ 5'0"-5'3"	☐ Under 100 Lbs. ☐ 100-130 Lbs.
1, 2, 0A 3		Yellow Skin	☐ Blonde Hair		Mustache		□ 5'4"-5'8"	☐ 131-160 Lbs.
•		Brown Skin	☑ Gray Hair		Beard Glasses	☐ 51-65 Yrs. ☐ Over 65 Yrs	□ 5'9"-6'0" . □ Over 6'	☐ 161-200 Lbs. ☐ Over 200 Lbs.
	Other identifying	Red Skin features:	☐ Red Hair					
	<b></b>	,						
NYC CIVIL CT.	The words "CON legend was printe	SUMER CRED d in not less that	IT TRANSACTION n 12 point bold uppe	V' wen	e prominently type on the s	displayed at the ummons(es) purs	top of the summor uant to 22 NYCRI	is(es) and the additiona R §208.6(d) and (f).
MILITARY BERVICE	capacity whateve	er and received a and the ground the recipient is	negative reply. Re s of my belief are not in military serv	ciplent the co	<i>wore ordina</i> inversations	ry civilian clothe and observations	s and no military above narrated.	ate of New York in any uniform. The source o Upon information and erm is defined in eithe
Cwar to hat	ore me on 6 =	5-07	•			p	RINT NAME BUREATH E	
Swom to be to		ROTARY PU	YNTHIA J. OT BLIC – STATE OF UNTY OF OAKLA	r Mich Nd	HIGAN .	•	BONNIE PHILI License No	PILLI
	/	CO <sup>1</sup>	Sion expires Auguse County of	st 20.	2013			

Page 31 of 38

4.	
	TED STATES DISTRICT COURT JTHERN DISTRICT OF NEW YORK
DB S	STRUCTURED PRODUCTS, INC.  Case No. 07 CV 4123
INVI	Plaintiff, RIDER TO vs. AFFIDAVIT OF SERVICE ESTAID CORPORATION
	Defendants.
List	Of Documents Served:
•	Summons In A Civil Case
•	Complaint With Exhibits 1-3
•	Explanation Of Relatedness
•	Statement Pursuant To Rule 7.1 Of The Federal Rules Of Civil Procedure
•	Civil-Gover Sheet
•	Individual Practices In Civil Cases Denise Cote, United States District Judge
.•	Individual Rules Of Practice Of Judge Kevin Nathaniel Fox
•	Procedures For Electronic Case Filing
•	Guidelines For Electronic Case Filing
•	3 <sup>rd</sup> Amended Instructions For Filing An Electronic Case Or Appeal

# EXHIBIT C

Case 1:07-cv-04123-DLC Document 12 Filed 08/22/2007 Page 33 of 38

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

DB STRUCTURED PRODUCTS, INC.

Plaintiff,

**ECF CASE** 

-against-

07 Civ. 4123 (DLC)

**CLERK'S CERTIFICATE** 

INVESTAID CORPORATION

Defendant.

I. J. MICHAEL MCMAHON, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action commenced on May 25, 2007 with the filing of a Complaint; a copy of the Summons and Complaint was served on Defendant Investaid Corporation on June 4, 2007 by serving Defendant's registered agent, Robert M. Rubin, 24315 Northwestern Highway, Southfield, MI 48075; and proof of such service was filed on June 13, 2007.

I further certify that the docket entries indicate that the Defendant has not filed an answer or otherwise moved with respect to the Complaint herein. The default of the Defendant is hereby noted.

Dated: New York, New York

J. MICHAEL MCMAHON

Clerk of the Court

# EXHIBIT D

### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

DB STRUCTURED PRODUCTS, INC.

Plaintiff,

ECF CASE

-against-

07 Civ. 4123 (DLC)

**STATEMENT OF DAMAGES** 

INVESTAID CORPORATION Defendant.

Principal amount sued for	\$5,545,440.07
Interest at \$1,445.12 per diem from 04/19/07 through 09	/14/07 (149 days)\$215,322.88
Attorneys' fees and costs	\$10,133.41
Total (as of September 14, 2007)	\$ <u>5,770,896.36</u>

# EXHIBIT E

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

DB STRUCTURED PRODUCTS, INC.

Plaintiff.

**ECF CASE** 

-against-

07 Civ. 4123 (DLC)

INVESTAID CORPORATION

Defendant.

#### **DEFAULT JUDGMENT**

This action having been commenced on May 25, 2007 by the filing of the Complaint, and a copy of the (i) Complaint; (ii) Summons; (iii) Explanation of Relatedness; (iv) Statement Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure; (v) Civil Cover Sheet; (vi) Individual Practices of Judge Denise Cote; (vii) Individual Rules of Practice of Judge Kevin Nathaniel Fox; (viii) 3<sup>rd</sup> Amended Instructions For Filing An Electronic Case or Appeal; (ix) Procedures for Electronic Case Filing; and (x) Guidelines for Electronic Case Filing having been properly served on the defendant, Investaid Corporation ("Defendant") on June 4, 2007 by personally serving Defendant's registered agent, Robert M. Rubin, 24315 Northwestern Highway, Southfield, MI 48075, and a proof of service having been filed on June 13, 2007, and the Defendant not having answered the Complaint, and the time for answering the Complaint having expired, it is

**ORDERED** that Plaintiff have judgment against Defendant in the liquidated amount of \$5,545,440.07 with interest at \$1,445.12 per diem from 04/19/07 through 09/14/07 amounting to

\$215,322.88, and attorneys' fees and costs in the amount of \$10,133.41, amounting in all to \$5,770,896.36; and it is further

**ORDERED** that within thirty (30) days following payment in full of the amount awarded by this Default Judgment, Plaintiff shall return to Defendant the Mortgage Loans<sup>2</sup> as set forth in the Purchase Agreement.

	United States District Judge
Dated: New York, New York	

<sup>&</sup>lt;sup>2</sup> Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Complaint.